



# Commonwealth of Massachusetts State Ethics Commission

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**SUFFOLK, ss.**

**COMMISSION ADJUDICATORY  
DOCKET NO. 640**

## **IN THE MATTER OF EUGENE LEMOINE**

### **DISPOSITION AGREEMENT**

This Disposition Agreement is entered into between the State Ethics Commission and Eugene LeMoine pursuant to Section 5 of the Commission's Enforcement Procedures. This Agreement constitutes a consented-to final order enforceable in Superior Court, pursuant to G.L. c. 268B, §4(j).

On August 8, 2001, the Commission initiated, pursuant to G.L. c. 268B, §4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by LeMoine. The Commission has concluded its inquiry and, on September 12, 2001, found reasonable cause to believe that LeMoine violated G.L. c. 268A, §23(b)(2).

The Commission and LeMoine now agree to the following findings of fact and conclusions of law:

#### **Findings of Fact**

1. LeMoine was appointed to the Southampton Police Department in 1975. He served as a police officer until May 1996, when he was promoted to chief of police. LeMoine remained the chief until he retired from the force on September 30, 1999.
2. In spring 1997, LeMoine ordered 25 sweatshirts on behalf of the Southampton police force from Inventory Trading Company, a sportswear supplier.
3. LeMoine collected money, totaling \$605, from several police officers to pay for the sweatshirts.
4. On May 1, 1997, Inventory Trading Company invoiced LeMoine for \$605. LeMoine submitted the invoice to the town for payment on May 20, 1997, and the town issued a check in the amount of \$605 made payable to Inventory Trading Company on May 22, 1997. Inventory Trading Company processed the check with Fleet Bank on May 28, 1997.
5. Despite the fact that the town paid Inventory Trading Company for the 25 sweatshirts he had ordered and distributed to the officers who had ordered them, LeMoine did not return to his subordinate police officers the funds that he had collected from them.

#### **Conclusions of Law**

6. Section 23(b)(2) of G.L. c. 268A prohibits a municipal employee from using or attempting to use his official position to secure for himself or others unwarranted privileges or exemptions which are of substantial value and which are not properly available to similarly situated individuals.
7. As the Southampton police chief, LeMoine was, in May 1997, a municipal employee as that term is defined in G.L. c. 268A, §1.
8. By submitting the \$605 invoice to the town, in his position as chief, LeMoine used his position to secure payment for the sweatshirts.
9. Securing the town's payment for the sweatshirts was a special benefit and as such a privilege.
10. Because the payment totaled \$605, the privilege was of substantial value.
11. The town's payment for the sweatshirts was unwarranted because LeMoine had already collected \$605 from his fellow officers to purchase the sweatshirts.
12. The privilege of securing the town's payment for sweatshirts for which LeMoine had collected money from his officers was not otherwise properly available to similarly situated individuals.
13. Therefore, by submitting the \$605 invoice to the town, even though he had collected \$605 from the police officers whom he supervised to purchase the sweatshirts, LeMoine used his position to secure for himself an unwarranted privilege of substantial value that was not properly available to similarly situated individuals, violating §23(b)(2).

#### Resolution

In view of the foregoing violation of G.L. c. 268A by LeMoine, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by LeMoine:

- (1) that LeMoine pay to the Commission the sum of \$2,000.00 as a civil penalty for violating G.L. c. 268A, §23(b)(2);
- (2) that he reimburse the town of Southampton the sum of \$605.00, forthwith; and
- (3) that he waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

**DATE: September 24, 2001**